

REGISTRO DE CONTRATOS

TOMO 15 PAGINA 68
CONTRATO NUM. 2006 - 000556

Memorandum Of Agreement

Between the

IEEE Circuits and Systems Society

And

University of Puerto Rico, Mayagüez Campus

THIS MEMORANDUM OF AGREEMENT is made this 6th day of February, 2006, by and between The Institute of Electrical and Electronics Engineers a not for profit corporation ("IEEE"), on behalf of Circuits and Systems Society and University of Puerto Rico- Mayaguez Campus, hereinafter referred to as "Sponsoring Parties" and sets forth the relationship and obligations relating to the 49th IEEE International Midwest Symposium on Circuits and Systems 2006 to be held August 6 to August 9, 2006, in San Juan, Puerto Rico.

1. TERMS OF AGREEMENT

1.1 DURATION OF AGREEMENT

This agreement shall apply only to this named Conference. Although the parties may presently be considering the possibility of future Conferences in this series, no party shall be under any obligation to renew this agreement.

1.2 SIMILAR CONFERENCES

Both parties agree to refrain from sponsoring a directly competitive conference, which addresses the same subject matter and the same audience, or a conference that could be construed to be the same conference, but for a different name, during the year 2006

1.3 APPROVAL OF THE AGREEMENT

The Conference will be planned and conducted according to IEEE bylaws, rules, and procedures. The Conference budget and planning documentation should be submitted and approved in advance of any commitments of money for Conference expenses.

2. THE CONFERENCE COMMITTEE

2.1 CONFERENCE CHAIR

The Conference Committee is the entity, which assumes full responsibility for establishing the plan for the Conference, obtaining approval of the plan from the Sponsoring Parties, and managing the Conference on behalf of the Sponsoring Parties. There will be a Conference Chair, who will also be a member of the Conference Committee. The Conference Chair may delegate and assign responsibility to the Conference Committee as seen fit and in accordance with the policies of the Sponsoring Parties and this Agreement.

2.2 CONFERENCE OPERATING COMMITTEE AND DELEGATION

The Conference Chair will be assisted in the management of the Conference by an Operating Committee or people selected and directed by the Conference Chair.

2.3 CONFERENCE TREASURER

The Conference Treasurer shall be a member of at least one of the Sponsoring Parties. Upon approval of the budget, the Conference Chair and the Conference Treasurer will be responsible for the collection and disbursement of funds in accordance with the policies and provisions established by the Sponsoring Parties and according to the provisions of the approved budget.

3. BUDGET

3.1 BUDGET APPROVAL

A Conference Budget must be submitted for approval to the Sponsoring Parties and the Sponsoring Parties will handle approvals concurrently. Actual or budgeted figures from the previous two separate Conferences must be provided as basis for evaluation. Sponsoring Parties will handle the approval process as expeditiously as possible.

3.2 SURPLUS/LOSS SHARE

The Sponsoring Parties agree that the revenues and expenses will be shared equally, (50% each). Changes to this arrangement for sharing revenues and expenses must be by unanimous agreement among the Sponsoring Parties.

If the performance of this Agreement results in a loss, the Sponsoring Parties shall be obligated equally for such loss based on the distribution of revenues and expenses set forth above.

3.3 ADVANCES OF FUNDS

Each Sponsoring Party agrees to advance funds for the operation of the Conference, in proportion to their share as outlined in Section 3.2. Each party agrees to make this advance payment within 30 days of the approval of the budget by both parties governing body

3.4 CONFERENCE BANK ACCOUNTS

The Conference Treasurer will open a bank account in the name of the Conference. The Conference Chair, Conference Treasurer and IEEE's Director of Finance will have signature authority.

3.5 FINANCIAL STATEMENTS AND RECORDS

The Conference Treasurer will submit monthly financial statements of actual revenue and actual expenses to each of the Sponsoring Parties

3.6 FINAL REPORTS

Conference accounts shall be closed within **120** days following the completion of the Conference. At that time, all surplus funds shall be distributed to Sponsoring Parties. A detailed final financial report and the closing bank statement must be submitted to the IEEE Headquarters no later than **120** days after the Conference. The financial records must be audited within six months following the submission of the final financial report.

3.7 CONFERENCE FEES AND PRICES

3.7.1 DETERMINATION OF FEES

Fees to be charged for all categories of registrants at the Conference, tutorials, and exhibits shall be jointly determined by the Sponsoring Parties.

3.7.2 ALL OTHER FEES

Rental fees for temporary exhibition space in the facility for and during the Conference and all other fees and prices for services to be provided as part of the Conference shall be included in the budget and approved as part of the budget approval process.

3.7.3 BUDGET REVISION AND APPROVALS

Once the budget is approved, if projections of conference total revenue fall short of the approved budget figure by more than 15%, or total expenses exceed the approved budget figure by more than 15%, the Conference Treasurer must submit the revised figures for re-approval by the Sponsoring Parties.

3.8 CONFERENCE AUDITS/FINANCIAL REVIEWS

3.8.1 REQUIREMENTS

For conferences with total revenue/expense budgeted greater than \$100,000, a professional audit must be performed. The cost of this audit must be budgeted and paid for by the Conference.

3.8.2 PURPOSE OF AUDIT/FINANCIAL REVIEW

The purposes of the audit/financial review are:

- (a) To ensure that prescribed and established policies and the procedures for handling Conference finances are adhered to;
- (b) Ensure that adequate controls are in place to ensure sound financial management of Conference activities;
- (c) To make recommendations regarding accounting functions for future Conferences; and

3.8.3 AUDITOR SELECTION

Selection of the auditor shall be made by mutual approval of the Sponsoring Parties and the concurrence of the IEEE Operations Audit Department.

3.9 INVESTMENTS

All Conference funds must be deposited in an interest bearing checking/savings account.

4. INTELLECTUAL PROPERTY

4.1 OWNERSHIP OF THE NAME "FULL CONFERENCE TITLE" AND "CONFERENCE ACRONYM".

The Sponsoring Parties agree and acknowledge that IEEE is the exclusive owner of all rights, title and interest through out the world to the names "49th IEEE International Midwest symposium on Circuits and Systems 2006" and "MWSCAS06", including, without being limited to all rights in the trademarks, service marks, certification marks, and association marks. During the term of this Agreement, the University of Puerto Rico-Mayaguez Campus shall have a non-exclusive, non-transferable, royalty-free license to use the names "49th IEEE International Midwest symposium on Circuits and Systems 2006" and "MWSCAS06"

4.2 MATERIALS DEVELOPED UNDER THIS AGREEMENT.

All materials newly developed under this Agreement, including but not limited to, all post-event products, and all event byproducts, shall be jointly owned by the Sponsoring Parties except to the extent that ownership of any specific material may be expressly governed by a separate written agreement signed by the Sponsoring Parties. The Sponsoring Parties agree to perform any acts or execute any documents, including assignments, that may be deemed necessary or desirable to evidence or more fully document the joint ownership of the materials newly developed under this Agreement.

5. MANAGEMENT OF CONFERENCE ACTIVITIES

5.1 MANAGEMENT SERVICES

Any professional, administrative, or management services required, which will not be provided by volunteers, may be provided by the paid staff of any of the Sponsoring Parties, or contracted to Conference management professionals, and shall be treated as a Conference expense, billable to the conference at rates agreed upon in advance by the Conference Chair and reflected in the approved budget.

5.2 CONTRACT REVIEW

All contract valued at \$25,000 must be reviewed and executed by IEEE Headquarters

5.3 SPONSORING PARTIES SUPPORT OF PROMOTIONAL ACTIVITIES

Each sponsoring party will permit access by the Conference Committee to member lists and non-profit mailing permits, but only for the purposes of this Conference. All direct expenses associated with the Conference promotion will be approved by the Conference Chair, and those expenses will be included in the Conference budget. These expenses would include mailing list rental, postage and printing costs, advertising in sponsoring party's publications; and would be provided at the same cost as made to other sponsored Conferences.

5.4 GRAPHIC EQUALITY

All advertising material, all advance programs, all final programs, and all calls for participation will feature the logos of the Sponsoring Parties equally. Similarly the logos of the parent Sponsoring Parties will be equally displayed. The graphics design in common use by each of the Sponsoring Parties will be used in an equal fashion on this printed material as well.

6. INSURANCE

Each Sponsoring Party shall maintain and have in effect at all times during the term of this agreement the appropriate amount of General Liability insurance. Each party may request evidence of such coverage from the other, such request must be in written form.

7. INDEMNITY

Each Sponsoring Party shall indemnify and hold harmless the other Sponsoring Parties from and against any and all claims, demands, liabilities, settlements, damages, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of, or in any way connected with, any default, breach or negligent non-performance of this Agreement or any willful or negligent act or omission on the part of that Party, its agents and employees arising out of this agreement.

8. PROPRIETARY OR CONFIDENTIAL INFORMATION

Each Party acknowledges that during the term of this Agreement, proprietary or confidential information may be acquired from each other. Such information will be clearly identified and labeled as such by the disclosing Party. Each Party agrees to act as a trustee of such information and of any other confidential information created or acquired in connection with this Agreement. Each Party agrees that it shall not disclose such information to any third party for any reason or purpose whatsoever, unless such information has already become public knowledge or the Party is required to disclose it by judicial process.

9. TERMINATION

9.1 This Agreement may not be terminated without cause except by mutual agreement.

9.2 Without prejudice to any other rights the Sponsoring Parties may have, any of the Sponsoring Parties may terminate this Agreement for breach by one of the others, provided the non-breaching Sponsoring Party notifies the other Sponsoring Party(ies) in sufficient detail of the nature of the failure and request that such obligation be fulfilled. If said Sponsoring Party does not cure such failure within forty-five (45) days (or embark upon a cure which is satisfactory to the other parties, if such obligation cannot be corrected within forty-five (45) days), the non-breaching Sponsoring Party may terminate this Agreement. Nothing in this provision shall prevent a Sponsoring Party from seeking immediate injunctive relief for a violation of rights regarding copyrights, trade secrets, trademarks and trade names, or proprietary Confidential Information.

9.3 Upon termination of this Agreement, a full and general accounting of the assets, liabilities and transactions of 49th IEEE International Midwest Symposium on Circuits and Systems 2006 shall at once be taken. Such assets may be sold and turned into cash as soon as possible and all debts and other amounts due relating to 49th IEEE International Midwest Symposium on Circuits and Systems 2006 shall be collected. The proceeds thereof shall thereupon be applied as follows:

-To discharge the debts and liabilities incurred on behalf of 49th IEEE International Midwest Symposium on Circuits and Systems 2006.

-To pay each Sponsoring Party unpaid amounts to which it is entitled.

-To repay each Sponsoring Party any capital contributions made under this Agreement.

-To divide the surplus, if any, among the Parties in the same ration as revenues are divided among the Sponsoring Parties.

9.4 Upon termination or non-renewal of this Agreement, no Sponsoring Party can use, license, create derivative works, or exploit in any way the jointly owned works without the written consent of the other two Parties.

10. GENERAL TERMS AND CONDITIONS

Binding Effects. This Agreement shall inure to the benefit of, and be binding upon the Sponsoring Parties, their successors in interest, legal representative, and assigns.

Assignment. None of the Sponsoring Parties may assign or transfer its interest in this Agreement, nor any interest herein or claim hereunder without the express written permission of the other Sponsoring Parties.

Waiver. Any waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

Applicable Law and Forum. The Sponsoring Parties agree that this Agreement shall be interpreted under and governed by the laws of the State of New York.

Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement shall only be settled by arbitration in accordance with the rules of the American Arbitration Association.

Survival. The Sponsoring Parties agree that all rights and obligations provided in this Agreement which do not expressly terminate pursuant to this Agreement, shall survive the expiration or termination of this Agreement and shall remain in full force and effect after termination or expiration.

Headings. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement

Severability. If any provisions or portions of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted from this Agreement and replaced by provisions or portions thereof which are as close to the original provisions as possible while being legally permissible. The other provisions or portions(s) of provisions of this Agreement shall remain enforceable and unaffected.

Complete Agreement. This Agreement constitutes the entire Agreement among the Parties and supersedes all other prior agreements of the Sponsoring Parties for the period to which it applies and may not be modified except in writing signed by the Sponsoring Parties.

Notices. Any notice given under this Agreement by any of the Sponsoring Parties to the others may be effected: (1) personal delivery in writing, (2) facsimile, receipt of which is confirmed by mail, or (3) registered or certified mail, postage prepaid, requested, and shall be deemed communicated as of actual receipt. Mailed notices and any other communication among the Sponsoring Parties, shall be addressed as set forth below, but any of the Parties may change its address by giving written notice of such to the other Sponsoring Parties:

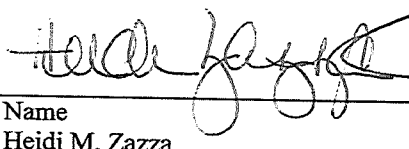

IEEE OU Representative:

Name: Heidi M. Zazza
Title: Executive Director, Circuits and Systems Society
Address: 445 Hoes Lane, Piscataway, NJ 08845 USA

Co-Sponsoring Organization Representative:

Name: Dr. Jorge Iván Vélez Arocho
Title: Chancellor
Address: University of Puerto Rico at Mayaguez, P.O. Box 9000, Mayaguez, PR 00681

IN WITNESS WHEREOF, this Agreement is executed and sealed by the Parties hereto by their respective undersigned and authorized officers as of the date first written above.

IEEE Organizational Unit	Co-Sponsoring Organization	IEEE Procurement Department
Authorized Signature 	Authorized Signature 	Authorized Signatures
Name Heidi M. Zazza	Name Jorge Iván Vélez Arocho	Name Ken Maze Tom Lynch
Title Executive Director, Circuits and Systems Society	Title Chancellor, University of Puerto Rico-Mayaguez Campus	Title IEEE Operations Audit Manager, Staff/Director Financial Services
Date 4/18/06	Date May 18th 2006	Date